IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.61 OF 2006

IN

SUMMARY SUIT NO.3278 OF 2005

Hasmukh C. Doshi. ...Plaintiff.

vs.

M/s.Kalyanji Walji & Co. ...Defendant.

Mr.K.P.Jain, for Plaintiff.

Mr.Mukesh Aiya, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 17th July, 2006.

P.C.:-

1. Heard the learned Counsel appearing for both the sides. Though the plaintiff's suit is based on a promissory note, the payment admittedly has been made in cash. The defendant denies his signature on the documents and flatly denies any transaction between the parties. The plaintiff also admits that there is no previous dealings between the parties. Taking overall view of the matter therefore, in my opinion, the defence put up by the defendant cannot be

termed as baseless. Hence, the defendant is entitled to leave to defend. The summons for judgment is disposed of. The defendant is granted leave to defend the suit. Written statement to be filed within a period of Eight weeks.